NIOSH STATEMENT OF POLICY: CONFLICT OF INTEREST

Issue Date: October 17, 2006
Rev 0

1.0 PURPOSE

This document is a Statement of Policy[1] by the National Institute for Occupational Safety and Health (NIOSH) about conflicts of interest[2] (COIs) of those persons or corporate entities carrying out contractual responsibilities for the NIOSH Dose Reconstruction Program (Program).

It is NIOSH's policy to require every employee, and the corporate entity itself, covered by this Statement of Policy who performs any Program function (as described below in Sections 5.0 and 6.0) to undertake the following two actions:

(1) To fully disclose all past, current or planned future employment-related relationship, financial relationship, familial relationship, or supervisory or subordinate work relationships that could pose a COI; and, if such a COI is found;

(2) To be excluded from performing any key Program function.

This Statement of Policy balances two competing values: ensuring all relevant information is gathered regardless of source, and development of key Program documents of the highest scientific quality.

First, NIOSH wants to ensure that it obtains all available factual information from all relevant sources about radiation doses received by workers having potential benefits under the Energy Employees Occupational Illness Compensation Program Act of 2000 (EEOICPA), including those individuals having any past or current employment-related relationship, financial relationship, familial relationship, or supervisory or subordinate work relationship with the Department of Energy (DOE), an Atomic Weapons Employer (AWE), contract operators of DOE facilities, or with other parties having a stake in the general or particular outputs or outcomes of the Program.

Second, NIOSH wants to ensure that all scientific judgments contained in key Program function documents that are made by NIOSH employees or federal contractor employees about dose reconstruction are free from COIs.

NIOSH's COI Policy is posted and will be updated on the NIOSH Web site at the following address: <http://www.cdc.gov/niosh/ocas/TBD>. NIOSH reserves the

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[1] This Statement of Policy is not intended to and does not create any right or benefit, substantive or procedural, enforceable at law or in equity, against the United States, its agencies or other entities, its officers, employees or any other such person.

[2] The term "*conflict of interest*" means a potential, actual or appearance of a conflict and/or bias between the obligations of a person as a Program employee or contractor, and a personal or corporate interest.

right to amend this Statement of Policy at any time to take account of changed facts and circumstances.

2.0 COVERED ENTITIES

This Statement of Policy applies to every employee, their employers and the corporate entity itself, who performs any function for the Program, including those employed by NIOSH[3] and its federal contractors and subcontractors (hereinafter "contractor" refers to federal contractor and its subcontactors).

Exceptions:

2.1 This Statement of Policy does not apply to members of the Advisory Board on Radiation and Worker Health ("ABRWH" or "Board"), who are appointed by, and serve at, the pleasure of the President. The Board is responsible for creating and administering its own COI policy to supplement existing Board-applicable ethics-related restrictions contained in, among other sources, the Federal Advisory Committee Act (FACA) and Office of Government Ethics (OGE) regulations, should it choose to apply such a policy to its operations (*see* Appendix I).

2.2 This Statement of Policy also does not apply to any federal contractor, and its subcontractors, whose work for the Program is directed primarily by the Board's recommendations to HHS/NIOSH (*i.e.*, the Board's "audit contractor"). Those entities shall conform to conflict of interest provisions as set forth by the Board (*see* Section 2.1 above), but are also encouraged to utilize the provisions of the NIOSH Conflict of Interest Policy as a minimum standard.

3.0 DISCLOSURE AND EXCLUSION: INDIVIDUAL AND CORPORATE

All individuals and corporate[4] entities performing any Program function as set forth in Sections 5.0 and 6.0 are required to disclose all COIs by completing the COI Disclosure Form (*see* Appendix II) when they are first assigned a key or non-key Program function, and whenever they are assigned a new or different key or non-key Program function. The questions that follow in this Section will

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[3] "*NIOSH*" includes individuals working on Program-related duties in: the NIOSH Office of the Director (OD); the NIOSH Office of Compensation Analysis and Support (OCAS); the Department of Health and Human Services' (HHS) Office of the General Counsel (OGC) Radiation Compensation Legal Team; and the Centers for Disease Control and Prevention's (CDC) Procurement and Grants Office (PGO). For purposes of this Policy Statement, compliance by NIOSH itself is deemed to constitute compliance by these other federal entities here subsumed within the term NIOSH.

[4] This Statement of Policy applies not only to individuals performing Program-related duties, but also to their employers. Therefore, all such employers shall disclose to NIOSH any past, present or planned future contracts with or for DOE, AWEs, DOE and AWE contractors, Department of Defense (DOD), or other departments and agencies of the federal government that involve the management, direction or implementation of radiation protection and/or health physics program policies, practices or procedures; or that involve DOE- or other federal government agency-funded or -directed dose assessments, reconstructions or related duties for individual workers at or for a DOE, AWE or other federally-owned or -operated site.

assist both individuals and corporate entities in determining whether such COIs may exist.

The existence of a COI excludes the individual or corporate entity with a COI from performing a key Program function[5] (Section 5.0). That individual or corporate entity may, however, perform a non-key Program function (Section 6.0) involving the conflicted site[6] or, in most cases, perform a key Program function involving another, non-conflicted site.

3.1 Are you[7] currently employed in any capacity (paid or unpaid) by the U.S. Department of Energy (DOE)?

If yes, a COI exists and the individual with the COI cannot perform a key Program function for any site. If no, proceed to Question 3.2.

3.2 Do you, or did you, work[8] either <u>at</u> or <u>for</u> the DOE or Atomic Weapons Employer (AWE) site which is the subject of the key Program document in question?

If yes, a COI exists and the individual with the COI cannot perform a key Program function for that site. If no, proceed to Question 3.3.

3.3 Do you, or did you, work for any of the past or current operators[9] of the site which is the subject of the key Program document?

If yes, then proceed to Question 3.4. If no, then proceed to Question 3.8.

3.4 Was your work for the operator <u>only</u> in the past?

If yes, then proceed to Question 3.5. If no, a COI exists and the individual with the COI cannot perform a key Program function for that site.

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[5] The list of key Program functions in this Statement of Policy is subject to revision by NIOSH at any time as facts and circumstances warrant. Key Program functions relate most directly to the development of documents used by the Program.

[6] "*Site*" and "*facility*" are defined to include DOE, AWE and other federally-owned or -operated sites. For purposes of brevity, the "other federally-owned or -operated sites" category shall be referred to in this document as "*other*" sites.

[7] The term "*you*" is used here to include both individuals and corporate entities.

[8] "*Work*" means employment at or for the site, site contractor or site subcontractor that includes management, direction, or implementation of radiation protection and/or health physics program policies, procedures or practices related to atomic weapons activities at the site.

[9] "*Operator*" refers to the governmental and/or corporate entities, including their subcontractors, responsible for performing and overseeing day-to-day work activities at the site.

3.5 During the time you worked for that operator, was that operator responsible for the site which is the subject of the key Program document?

If yes, then proceed to Question 3.6. If no, then proceed to Question 3.8.

3.6 Does the time period you worked for the operator overlap *at all* with the time period covered by the key Program document?

If yes, then proceed to Question 3.7. If no, then proceed to Question 3.8.

3.7 Did your work for the operator have an impact[10] on the site which is the subject of the key Program document?

If yes, then a COI exists and the individual with the COI cannot perform a key Program function for that site. If no, then proceed to Question 3.8.

3.8 Did you work for DOE in the past[11]?

If yes, then proceed to Question 3.9. If no, then proceed to Question 3.11.

3.9 Did the time period you worked for DOE overlap *at all* with the time period covered by the key Program document?

If yes, then proceed to Question 3.10. If no, then proceed to Question 3.11.

3.10 Did your work for DOE have an impact on the site which is the subject of the key Program document?

If yes, then a COI exists and the individual with the COI cannot perform a key Program function for that site. If no, then proceed to Question 3.11.

3.11 Do you have a familial relationship,[12] or supervisory or subordinate work relationship[13] with an EEOICPA claimant whose claim involves the site which is the subject of the key Program document?

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[10] "*Impact*" means that your work involved decision-making authority over management, direction, or implementation of radiation protection and/or health physics program policies, procedures or practices related to atomic weapons activities at the site.

[11] *"Work for DOE in the past"* does not include work for DOE of less than four months' continuous duration as a student intern, graduate fellow or in another primarily educational capacity; also it does not include having received a financial stipend from DOE for graduate study, a fellowship in the context of an established DOE fellowship program intended to support graduate-level work, or receipt of a federal government retirement pension for prior DOE service.

[12] "*Familial relationship*" encompasses a current spouse, child, parent, sibling, or grandparent that worked at or for the site; or any survivors of a current spouse, child, parent, sibling, or grandparent that are eligible to file claims under the Program.

If yes, then a COI exists and the individual with the COI cannot perform a key Program function for the site or sites. If no, then proceed to Question 3.12.

3.12 Do you have a familial relationship, or supervisory or subordinate work relationship with anyone who has had an impact on the site which is the subject of the key Program document during the time period covered by the key Program document?

If yes, then proceed to Question 3.13. If no, then proceed to Question 3.14.

3.13 If you have a subordinate relationship to someone who has or had an impact on the site, has a different person been designated to review your job performance as it relates to the site?

If no, then a COI exists and the individual with the COI cannot perform a key Program function for the site or sites. If yes, then proceed to Question 3.14.

3.14 Do or did you have a familial, financial or non-financial professional (*e.g.*, providing expert advice) relationship with any attorney at the time the attorney represented an EEOICPA claimant, DOE or operator?

If yes, then a COI exists and the individual with the COI cannot perform a key Program function for the site or sites. If no, then no COI exists and the individual can perform the key Program function.

4.0 COI DISCLOSURE REPORTING

All individual and corporate disclosures are to be made to the NIOSH COI Officer or other designee on the NIOSH COI Disclosure Form (*see* Appendix II). All individuals and corporate entities performing any Program function shall complete and submit a NIOSH COI Disclosure Form within seven days after they are first assigned a key or non-key Program function and/or are assigned a new or different key or non-key Program function. During the course of work for the Program, NIOSH anticipates that multiple COI Disclosure Forms will be completed by each applicable individual and corporate entity.

In other words, COI Disclosures shall be updated as needed to ensure that NIOSH has the most current information available on individual and corporate COIs depending on changing assignments. Penalties for providing incomplete or erroneous disclosures, and associated corrective actions, are set forth in Section 7.0 below.

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[13] *"Supervisory or subordinate work relationship"* is one (a) where the individuals in question are/were in the same reporting chain and within two organizational levels of one another; and (b) where "work" means employment at or for the site, site contractor or site subcontractor that includes management, direction, or implementation of radiation protection and/or health physics program policies, procedures or practices related to atomic weapons activities at the site.

If an individual or corporate COI is found to exist relating to any past, current or planned future employment-related relationship, financial relationship, familial relationship, or supervisory or subordinate work relationship, the individual or corporate entity shall be excluded from performing any key Program function for the site or sites at issue.

5.0 KEY PROGRAM FUNCTIONS

5.1 Document Approval Authority

The **Document Approval Authority** is responsible for exercising approval authority by signature to permit use by the Program of a Dose Reconstruction Report, Site Profile Document, SEC Petition Evaluation document, Site-Specific and Multiple-Site Technical Information Bulletin (TIB) and any other key Program function document created for use by the Program. Any exercise of such approval authority is treated as a key Program function under this policy, and the individual exercising that authority shall ensure that the exclusions and attributions required by this Policy Statement have been met before signing the document and approving it for use in the Program.

5.2 Dose Reconstructionist

A **Dose Reconstructionist** is responsible for conducting internal and external dose reconstructions for the Program which include, but are not limited to: analyzing monitoring methods; performing uncertainty analyses; estimating organ or effective dose from available monitoring data; and incorporating any comments from Dose Reconstruction Report Reviewers. A Dose Reconstructionist is responsible for any and all revisions to a Dose Reconstruction Report.

5.3 Dose Reconstruction Report Peer Reviewer

A Dose Reconstruction Report Peer Reviewer is responsible for conducting a review of the Dose Reconstruction Report to ensure that all appropriate sources of information for possible doses are included and that all calculations are accurate.

5.4 NIOSH COI Officer

The NIOSH COI Officer, who reports directly to the NIOSH Director, is responsible for ensuring that any key Program document disseminated by NIOSH conforms substantively and procedurally to all the provisions contained in this COI Policy Statement. In addition, the COI Officer manages the process to ensure that all Key Program documents conform to the NIOSH COI Policy. For example, the COI Officer will review all disclosures; investigate and resolve complaints about failure to disclose; review all key Program documents for proper attribution; conduct a "hard look" at the role of the document owner and site and subject experts in key Program documents; ensure that any key Program document is prepared in such a manner as to facilitate both peer review by the Board

and the Board's audit contractor and general review by the affected claimants; and perform other duties as required.

5.5 Site Profile Document Owner

A **Site Profile Document[14] Owner** is responsible for coordinating and drafting all Site Profile Documents, ensuring that all relevant information is captured in the document, evaluating information, and establishing or setting forth specific findings or conclusions. The Site Profile Document Owner is the primary writer/editor of the Site Profile Document. The Site Profile Document Owner has an affirmative duty to seek out all relevant data and to objectively evaluate all relevant input with no special consideration given due to the source (*e.g.*, site expert or subject expert).

All narrative or quantitative input to Site Profile Documents shall be clearly attributed[15] to each source(s) wherever it appears or is relied upon within a Site Profile document. In addition, both Site and Subject Experts shall be clearly identified on the approval page of every Site Profile Document to which they contributed.

A Site Profile Document Owner is responsible for any and all revisions to a Site Profile Document.

5.6 Site-Specific Technical Information Bulletin Owner

A **Site-Specific Technical Information Bulletin Owner** is responsible for coordinating and drafting a TIB which addresses a technical issue or concern regarding dose reconstructions for a specific exposure that may occur at one or more specific DOE or AWE facilities[16], ensuring that all relevant information is captured in the document, evaluating information, and establishing or setting forth a specific approach to resolve the technical issue or concern. The Site-Specific TIB Owner is the primary writer/editor of the subject Technical Information Bulletin. The Site-Specific TIB Owner has an affirmative duty to seek out all relevant information, and to objectively evaluate all relevant input with no special consideration given due to the source (*e.g.*, site expert or subject expert).

All narrative or quantitative input to a Site-Specific TIB shall be clearly attributed to each source(s) wherever it appears or is relied upon within a TIB. The specific DOE or AWE site to which the TIB applies shall be listed in the TIB. In addition, both Site and Subject Experts shall be

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[14] "*Site profile document*" also includes any "*Technical Basis Documents,*" or TBDs, related to the site.

[15] "*Attributed*" means the inclusion of footnotes, endnotes, a list of references, or other markings to identify the person, organization, or document sources for information in Program documents. The level of specificity of the attribution shall be appropriate to the importance of the information and may include, for example, document sections, paragraphs, tables or figures, or other key components of the document.

[16] "*Site-Specific*" TIB is one that applies to a single site, or a limited number of sites where those sites are identified by name in the document.

clearly identified on the approval page of every Site-Specific TIB to which they contributed.

A Site-Specific Technical Information Bulletin Owner is responsible for any and all revisions to a Site-Specific Technical Information Bulletin.

5.7 Special Exposure Cohort Petition Evaluation Document Owner

A **Special Exposure Cohort (SEC) Petition Evaluation Document Owner** is responsible for leading and documenting the evaluation of a qualified SEC petition to determine the feasibility of performing dose reconstruction. This individual is the primary writer/editor of the SEC Petition Evaluation Document. The SEC Petition Evaluation Document Owner has an affirmative duty to seek out all relevant data and to objectively evaluate all relevant input with no special consideration given due to the source (*e.g.*, site expert or subject expert).

All narrative or quantitative input to SEC Petition Evaluation Documents shall be clearly attributed to each source(s) wherever it appears or is relied upon within the SEC Petition Evaluation document. In addition, both Site and Subject Experts shall be clearly identified on the approval page of every SEC Petition Evaluation Document to which they contributed.

A SEC Petition Evaluation Document Owner is responsible for any and all revisions to a SEC Petition Evaluation.

6.0 NON-KEY PROGRAM FUNCTIONS

6.1 Administrator

An **administrator** exercises managerial responsibility for specific aspects of the Program. However, all administrator-performed scientific and technical reviews of Dose Reconstruction Reports, Site Profile Documents, SEC Petition Evaluation Document and Site-Specific and Multiple-Site TIBs, and any other key Program documents, are considered key Program functions and are subject to COI exclusions.

6.2 Administrative Support Staffer

An **Administrative Support Staffer** provides administrative support for the Program and does not engage in any scientific or technical judgments regarding Dose Reconstruction Report, Site Profile Documents, SEC Petition Evaluation Documents, Site-Specific and Multiple-Site TIBs, and any other key Program document, or in any other similar aspect of the Program.

6.3 Attorney

An **Attorney** is an employee of the HHS Office of the General Counsel and is responsible for ensuring the legal integrity of the Program; advising HHS, CDC, NIOSH and the ABRWH on legal matters concerning the Program, the EEOICPA and its regulations; and other related matters such as procedures for handling COIs.

6.4 Multiple-Site Technical Information Bulletin Owner

A **Multiple-Site Technical Information Bulletin Owner** is responsible for coordinating and drafting a Technical Information Bulletin (TIB) which addresses a technical issue or concern regarding dose reconstructions for a specific exposure that may occur at multiple DOE or at AWE facilities[17], ensuring that all relevant information is captured in the document, evaluating information, and establishing or setting forth a specific approach to resolve the technical issue or concern. The Multiple-Site TIB Owner is the primary writer/editor of the TIB. The Multiple-Site TIB Owner has an affirmative duty to seek out all relevant information, and to objectively evaluate all relevant input with no special consideration given due to the source (*e.g.*, site expert or subject expert).

All narrative or quantitative input to a Multiple-Site TIB shall be clearly attributed to each source(s) wherever it appears or is relied upon within such a TIB. Each DOE or AWE site to which the TIB applies shall be listed in the TIB. In addition, both Site and Subject Experts shall be clearly identified on the approval page of every TIB to which they contributed.

A Multiple-Site Technical Information Bulletin Document Owner is responsible for any and all revisions to a Multiple-Site Technical Information Bulletin.

6.5 Implementation Guide Owner

An **Implementation Guide Owner** is responsible for providing basic information on the general methods employed in reconstructing either internal or external doses; these guides acknowledge the claim-specific circumstances that may require a best estimate of dose, or for efficiency purposes, an underestimate or an overestimate of the actual radiation dose received. The Implementation Guide Owner is the primary writer/editor of the Implementation Guide and is responsible for coordinating and drafting the Implementation Guide. The Implementation Guide Owner has an affirmative duty to seek out all relevant information, and to objectively evaluate all relevant input with no special consideration given due to the source (*e.g.*, site expert or subject expert).

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[17] A "*multiple-site*" TIB is one that applies in a generic fashion to a number of sites that are not designated as such in the document.

All narrative or quantitative input to an Implementation Guide shall be clearly attributed to each source(s) wherever it appears or is relied upon within an Implementation Guide. By its nature, an Implementation Guide is relevant to all DOE or AWE sites.

6.6 Scientific/Technical Reviewer of Key Program Function Documents

A Scientific/Technical Reviewer of Key Program Function Documents is responsible for conducting a scientific and technical review of the key Program document (Dose Reconstruction Report, Site Profile Document, SEC Petition Evaluation Document, Site-Specific or Multiple-Site TIB, and any other key Program document created for use by the Program).

6.7 Site Expert

A **Site Expert** is responsible for advising on site-specific issues and incidents as necessary to ensure the completeness and accuracy of Site Profile Documents and Special Exposure Cohort Petition Evaluation Documents. Site experts are those individuals who, because of current or prior work experience (including consulting) at or for the site, possess or are aware of information that is relevant for reconstructing radiation doses experienced by claimants who worked at the site.

Because of their work experience at or for sites under Program review and the need to prevent conflicts of interest, site experts shall play only a very limited role in accomplishing key Program functions, as follows: Site experts are not permitted to serve as document owners or authors, or to make formal public presentations on a key Program document. They may serve as a source of information to be used by a document owner in crafting a key Program document, to include providing both data and opinions on data to that document owner for the latter to use as necessary. In all cases where such information or prior studies or writings are included or relied upon by a key Program document owner, those materials shall be both fully attributed to the site expert and reprinted, if at all, only in an appendix of the key Program document.

6.8 Subject Expert

A **Subject Expert** is responsible for advising on scientific and technical issues and incidents as necessary to ensure the completeness and accuracy of Site Profile Documents and SEC Petition Evaluation Documents. In contrast with Site Experts, Subject Experts are those individuals who have expertise in the subject matter of the activities performed at the site, but do not have any current or prior work experience at or for the subject site itself.

7.0 COMPLIANCE

7.1 Disclosure Procedures

All covered entities are required to demonstrate to NIOSH that they have put in place and are complying with procedures that contain requirements identical to or more stringent than those contained in the NIOSH COI Statement of Policy.

Each covered entity, through its Contract Officer or designee, shall:

(a) Post on its website, within sixty (60) days of final publication of the Policy, its own procedures demonstrating compliance with the Policy;

(b) Require that its Contract Officer inform the entity's employees of the Policy and the entity's procedures implementing the Policy, and ensure that the corporate entity and each employee complete the NIOSH COI Disclosure Form;

(c) Submit an electronic copy of all completed individual and corporate NIOSH COI Disclosure Forms to the NIOSH COI Officer;

(d) Ensure that all individual and corporate NIOSH COI Disclosure Forms are made publicly available online within one day of each Form's completion (subject to redaction as needed to comply with the Privacy Act and to protect trade secrets and other "business confidential" information of the type permitted to be withheld from disclosure in the Freedom of Information Act); and

(e) Ensure that information on the NIOSH COI Disclosure Form is updated whenever job assignments change and at least annually. All updated Disclosure Forms shall be transmitted electronically to the NIOSH COI Officer.

7.2 Verification

Verification of federal employee and federal contractor COI disclosures shall be the responsibility of NIOSH and each federal contractor, respectively. To ensure greater compliance and accuracy, NIOSH will audit the completed NIOSH COI Disclosure Forms periodically as a quality assurance measure. Any errors discovered in forms filed at or after the time this Statement of Policy takes effect shall be corrected immediately at the filing employer's or contractor's expense. The cost of remediating errors discovered in forms filed prior to this Statement of Policy taking effect shall be determined on a case-by-case basis. Such corrective actions may include, but are not limited to, filing corrected forms, transferring or removing workers found to have exclusionary conflicts, and redrafting and/or rereviewing documents as needed.

If a federal employer, federal contractor, federal employee, EEOICPA claimant, member of the general public or any other person, wish to submit a complaint regarding a missing or erroneous disclosure, that party may do so by calling the NIOSH COI Officer at 1-800-35-NIOSH (1-800-356-4674) or 202-401-6997.

7.3 Contract Penalties

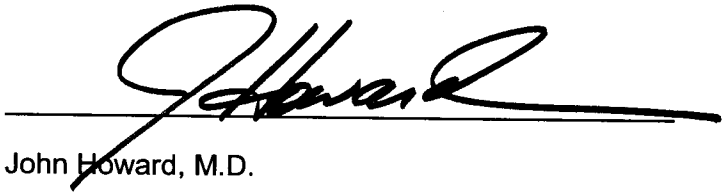
Failure by a contractor and/or its employee(s) to comply with these NIOSH disclosure and reporting requirements may result in penalties including, but not limited to, removal of the contractor itself and/or the employees of a contractor from employment in the Program, reduction in contract payments, and/or termination of contracts, as determined by NIOSH.

NIOSH intends that this COI Statement of Policy be incorporated as a contract provision for all covered entities and tracked as a contract deliverable. NIOSH Contract Officers shall implement incorporation and tracking.

7.4 Compliance Information Contacts

All questions from individuals and employers regarding compliance with this Statement of Policy should first be directed to the respective employer's COI manager or person with equivalent responsibilities. Questions may also be directed to the NIOSH Chief of Staff at 1-800-35-NIOSH (1-800-356-4674) or 202-401-6997. In the event of a dispute between NIOSH and an employee or contactor, NIOSH alone shall make the final decision on any question of compliance.

SIGNED THIS 17th DAY OF October, 2006



John Howard, M.D.

Director

National Institute for Occupational Safety and Health

Centers for Disease Control and Prevention

U.S. Department of Health and Human Services

Appendix I

Advisory Board on Radiation and Worker Health

42 U.S.C. §7384o establishes the Advisory Board on Radiation and Worker Health ("ABRWH" or "Board") and grants the President the power to appoint individual members "in consultation with organizations with expertise on worker health issues in order to ensure that the membership of the Board reflects a balance of scientific, medical and worker perspectives."

The enumerated duties of members of the Board include developing guidelines for performing technical reviews; providing advice on the scientific validity and quality of dose estimation and reconstruction efforts being performed for the Program; and advising on other relevant Program matters. Specifically, Board members perform many key Program functions, *e.g.,* review of Dose Reconstruction Reports, Site Profile Documents and SEC Petition Evaluation Documents. Notwithstanding the currently-applicable restrictions on Board conduct contained in, among other sources, the Federal Advisory Committee Act (FACA) and Office of Government Ethics (OGE) regulations, NIOSH recommends that the Board supplement those restrictions by developing its own written Conflict of Interest Statement of Policy, including, but not limited to, provisions for disclosure and exclusion, to ensure that its decisions are, to the maximum extent possible, free of any actual or perceived conflict or bias.

When an ABRWH member has a COI and is called upon to perform one or more of these key Program functions, NIOSH recommends the following exclusions:

(1) *For the Dose Reconstruction Reports*, the ABRWH member with the COI may not serve as the member assigned to oversee the Dose Reconstruction in question, but may participate in deliberations and votes when considering a group of Dose Reconstructions or other matters of a general nature that include such a Dose Reconstruction;

(2) *For Site Profile Documents*, the ABRWH member with the COI may participate in related ABRWH deliberations, but may not vote on, or offer motions pertaining to, the Site Profile Document; and

(3) *For SEC Petition Evaluation Documents*, the ABRWH member with the COI may not take part in related ABRWH deliberations, votes or motions, but may offer comments as a member of the public during designated comment periods.

Appendix II

Conflict of Interest Disclosure Form

Section A. Identification

1. Name of Individual or Corporate Entity: _____

2. Name of Employer: _____

3. Today's Date: _____

Section B. Program Function Assignments

Check all key Program functions and non-key Program functions to which you or your employees are assigned and provide any specific details about your/their assignment(s), *e.g.*, name of DOE or AWE site(s) involved:

Key Program Functions

☐ **Document Approval Authority**

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☐ **Dose Reconstructionist**

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☐ **Dose Reconstruction Report Peer Reviewer**

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☐ **NIOSH COI Officer**

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☐ **Site Profile Document Owner**

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☐ **Site-Specific Technical Information Bulletin Owner**

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☐ **Special Exposure Cohort Petition Evaluation Document Owner**

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Non-Key Program Functions:

☐ **Administrator**

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☐ **Administrative Support Staffer**

☐ **Attorney**

☐ **Implementation Guide Owner**

☐ **Multiple-Site Technical Information Bulletin Owner**

☐ **Scientific/Technical Reviewer of Key Program Function Documents**

☐ **Site Expert**

☐ **Subject Expert**

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Section C. Disclosure Questions

Begin by answering *yes* or *no* to Question 1, and then follow the instructions below:

1. Are you[18] currently employed in any capacity (paid or unpaid) by the U.S. Department of Energy (DOE)? Check Yes or No.

Yes _____, a Conflict of Interest exists. No _____, proceed to Question 2.

If yes, please provide details about each DOE location (specific site or sites) at which you currently work, a description of your work for DOE, and whether you are paid or unpaid. Then, please proceed to Section D.

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2. Do you, or did you, work either <u>at</u> or <u>for</u> the DOE or Atomic Weapons Employer (AWE) site which is the subject of the key Program document? Check Yes or No.

"Work" means employment at or for the site, site contractor or site subcontractor that includes management, direction, or implementation of radiation protection and/or health physics program policies, procedures or practices related to atomic weapons activities at the site.

Yes _____, a Conflict of Interest exists. No _____, proceed to Question 3.

If yes, please provide details about the DOE or AWE site(s) you work/worked at or for and the name of the pertinent key Program document related to that site or sites. Then, please proceed to Section D.

[18] For purposes of completing this form, "you" refers to an individual or an employer (depending on which party is completing the form).

3. Do you, or did you, work for any of the past or current operators of the site which is the subject of the key Program document? Check Yes or No.

"Operator" refers to the governmental and/or corporate entities responsible for performing and overseeing day-to-day activities at the site, and includes work, as defined above, performed by the operator's (sub)contractors

Yes _____. No _____, proceed to Question 8.

If yes, then please provide the names of the past or current operators, the name of the site that the operator did or does administer and the specific times (starting and stopping dates) that you worked, or continue to work, for the operator. Then, please proceed to Question 4.

4. Was your work for the operator <u>only</u> in the past? Check Yes or No.

Yes _____, proceed to Question 5. No _____, then a Conflict of Interest exists.

If no, please provide details below and then proceed to Section D.

5. During the time you worked for that operator, was that operator responsible for the site which is the subject of the key Program document? Check Yes or No.

Yes _____, proceed to Question 6. No _____, proceed to Question 8.

6. Does the time period you worked for the operator overlap *at all* with the time period covered by the subject of the key Program document? Check Yes or No.

Yes _____. No _____, proceed to Question 8.

If yes, please provide the time periods covered by the key Program function (and document title) on which you are preparing to work. Then, please proceed to Question 7.

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7. Did your work for the operator have an impact on the site which is the subject of the key Program document? Check Yes or No.

"Impact" means that your work involved decision-making authority over management, direction, or implementation of radiation protection and/or health physics program policies, procedures or practices related to atomic weapons activities at the site.

Yes _____, a Conflict of Interest exists. No _____, proceed to Question 8.

If yes, please provide details about the nature of the impact your work for the operator had on the site. Then, please proceed to Section D.

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8. Did you work for DOE in the past? Check Yes or No.

For purposes of this Statement of Policy, **"work for DOE"** does not include work, as defined above, for DOE of less than four months' continuous duration as a student intern, graduate fellow or in another primarily educational capacity. It also does not include having received a financial stipend from DOE for graduate study, a fellowship in the context of an established DOE fellowship program intended to support graduate-level work, or receipt of a federal government retirement pension for prior DOE service.

Yes _____. No _____, proceed to Question 11.

If yes, please provide details about each DOE location (specific site or sites) you worked for in the past and a description of your work for DOE. Then, please proceed to Question 9.

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9. Did the time period you worked for DOE overlap *at all* with the time period covered by the key Program document? Check Yes or No.

Yes _____. No _____, then proceed to Question 11.

If yes, please specify both the exact (starting and stopping) dates of your employment at DOE and the time periods covered by the key Program document. Then, please proceed to Question 10.

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10. Did your work for DOE have an impact on the site which is the subject of the key Program document? Check Yes or No.

"Impact" means that your work involved decision-making authority over management, direction, or implementation of radiation protection and/or health physics program policies, procedures or practices related to atomic weapons activities at the site.

Yes _____, then a Conflict of Interest exists. No _____, then proceed to Question 11.

If yes, please provide details about the nature of the impact your work for the operator had on the site. Then, please proceed to Section D.

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11. Do you have a familial relationship, or a supervisory or subordinate work relationship with an EEOICPA claimant whose claim involves the site which is the subject of the key Program document? Check Yes or No.

"*Familial relationship*" encompasses a current spouse, child, parent, sibling or grandparent that worked at or for the site; or any survivors a current spouse, child, parent, sibling or grandparent that are eligible to file claims under the Program.

"*Supervisory or subordinate work relationship*" is one where (a) the individuals in question are/were in the same reporting chain and within two organizational levels of one another; and (b) "work" means employment at or for the site, site contractor or site subcontractor that includes management, direction, or implementation of radiation protection and/or health physics program policies, procedures or practices related to atomic weapons activities at the site.

Yes _____, then a COI exists. No _____, then proceed to Question 12.

If yes, please provide details about the nature of your relationship with the EEOICPA claimant. Then, please proceed to Section D.

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12. Do you have a familial relationship, or supervisory or subordinate work relationship with anyone who has had an impact, during the time period covered by the key Program document, related to the site which is the subject of the key Program document? Check Yes or No.

Yes _____, then a Conflict of Interest exists. No _____, then proceed to Question 13.

If yes, then please provide details about the nature of your relationship with the person who has had an impact at the site. Then, please proceed to Section D.

13. If you have a subordinate relationship to someone who has (had) an impact on the site, has a different person been designated to review your job performance as it relates to the site? Check Yes or No.

Yes ____, then a Conflict of Interest does not exist. No _____, then a Conflict of Interest exists.

If no, please provide more detailed information about your relationship with the person having an impact on the site. Then proceed to Section D.

14. Do or did you have a familial, financial or non-financial professional (*e.g.*, providing expert advice) relationship with any attorney at the time the attorney represented an EEOICPA claimant, DOE or the operator?

Yes _____, then a Conflict of Interest exists. No _____, then no Conflict of Interest exists.

If yes, please provide details about the relationship with the attorney, to include (if applicable) a list of cases for which you assisted the attorney as well as the names of parties on whose behalf you testified or otherwise provided assistance. Then, please proceed to Section D.

Section D. Additional Details for Disclosure Questions 1-14

Please specify the number of the question(s) in Section C. for which you are giving additional details.

Section E. Signatures

Signature:_____ **Date:**_____

Print Name: _____

Witness Signature: _____ **Date:**_____

Print Name: _____